

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
EDUARDO U. EVERETT AND	§	CASE NO. 19-31634
GLORIA R. EVERETT	§	CHAPTER 7
	§	
DEBTORS	§	CHIEF JUDGE DAVID R. JONES

**SUPPLEMENT TO TRUSTEE'S MOTION TO SELL REAL PROPERTY FREE AND CLEAR
OF LIENS AND CLAIMS PURSUANT TO 11 U.S.C. § 363(b) and (f) and PAY BROKER
COMMISSIONS AT CLOSING**

To the Honorable David R. Jones,
Chief United States Bankruptcy Judge:

COMES NOW Randy W. Williams, Trustee and would show as follows:

1. On March 27, 2019 (the "Petition Date"), Eduardo and Gloria Everett (the "Debtors") filed for voluntary Chapter 7 bankruptcy protection. On the same date, the Trustee was appointed interim Chapter 7 Trustee and, having since accepted the appointment and posted the requisite bond, became permanent Trustee.

2. On the Petition Date, the Debtors owned the real property and improvements located at 3116 Kenta, Marrero, Louisiana 70072 (the "Property"). The Property is encumbered by a mortgage in favor of Standard Mortgage Corp, with a balance of approximately \$94,022.00 per the Debtor's Schedules.

6. On July 17, 2019, the Trustee filed an application to employ BK Global Real Estate Services ("Broker"), to assist him with the marketing and sale of the Property [Docket Number 33]. On August 2, 2019, the Court entered an Order authorizing the Trustee's employment of Broker [Docket Number 34] (the "Employment Order"). Shortly after approval of retention of Broker, the Property was listed for sale for \$125,000.

7. On September 26, 2019, the Trustee filed a motion to sell the Property to George Saltz ("Buyer") for the sum \$112,500, plus a buyer's premium of \$3,500.00. A written contract was submitted as part of the motion to sell with the Buyer retaining the right of inspection. Since filing of the motion, the

Buyer conducted an inspection of the Property and determined, among other things, a severe termite infestation.

8. Due to the condition of the Property, the parties have re-negotiated the purchase price for the Property, with all other terms remaining the same. Specifically, the amended purchase price is a sales price of \$96,250 and a buyer's premium of \$9,750, with the total amount payable by the Buyer at closing being \$106,000. See **Exhibit A**. The buyer's premium would be paid to the Estate as unencumbered funds, with at least \$2,500 of such being reserved for the benefit of unsecured creditors. It is anticipated that \$96,250 portion of the sales price will be insufficient to pay the outstanding mortgage and taxes due on the property and that lender approval of a short sale will be required so as to close this sale.

WHEREFORE based on the foregoing, the Trustee requests all relief sought herein and for such other and further relief to which he may show himself to be entitled.

Respectfully submitted,

/s/ Marc Douglas Myers

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COUNSEL FOR THE TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that on October 9, 2019, a true and correct copy of the foregoing was sent via regular US mail to the Debtor(s), counsel for the Debtor(s), the Trustee, counsel for the Trustee, the US Trustee, all creditors and all persons requesting notice as set forth in the attached unless otherwise served by the CM-ECF system.

/s/ Marc Douglas Myers

Marc Douglas Myers



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AMENDMENT TO PURCHASE AGREEMENT FOR PROPERTY DESCRIBED AS:

3116 Kenta Drive Marrero, LA 70072

Dated: 9/18/2019

The undersigned parties to the above referenced purchase agreement do mutually agree to the following terms:

Sale Price to be \$ 96,250

Buyers premium to be \$9750

SELLER:

DATE: 10/7/19

SELLER:

DocuSigned by: George H. Salter DATE: 10/4/2019

PURCHASER:

DATE: